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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID A. STEBBINS,

Plaintiff,

vs.

JARROD JONES,

Defendant

Case No.: 8:24-cv-01486-JVS-KES

RESPONSE TO RENEWED MOTION FOR  
CONTEMPT OF COURT

Comes now, Jarrod Jones, Pro Se, Defendant;

In his recent motion for sanctions, Plaintiff, Mr. Stebbins, requests that the court hold me in contempt and impose a fine of \$4,000, payable directly to him, for a brief four-day delay in payment. This delay was caused by my bank account being frozen due to a fraud investigation, as I explained to Mr. Stebbins during our recent conference call. A document of provisional credit is attached as Exhibit A, and while there is wording that 'provisional credit can be used while the investigation is ongoing', my debit card is closed due to the fraud report and rendered me unable to use these funds.

During the call I informed Mr. Stebbins that I was unable to withdraw or send money because my funds were frozen in the bank account. I even explained to him the process as to why my account is frozen, and that his alternative suggestions to pay him were also out of the question because the bank account was frozen. I had hoped that my bank would resolve the investigation and unfreeze my account before the deadline to pay Mr. Stebbins came, unfortunately that did not happen. The financial stress of having no access to money to purchase food, or handle basic needs, placed me in a difficult situation where I addressed as quickly as possible the moment the funds were available.

RESPONSE TO RENEWED MOTION FOR CONTEMPT OF COURT - 1

1           Despite these facts, Mr. Stebbins refuses to accept any reasonable explanation. He seems to  
2 suggest that it would have been preferable for me to allow scammers to drain my account, simply so I could  
3 attempt to make the payment to him before my funds were depleted. This is an absurd and unreasonable  
4 expectation.

5           In reading his motion for contempt charges I noticed yet another error that Mr. Stebbins  
6 has brought forward to mislead the court. Mr. Stebbins falsely accuses me of having only one fraudulent  
7 charge on my account. As I explained during the call, this is incorrect. I clearly informed him it was  
8 multiple fraudulent charges, and I even provided him with an example, which I read aloud during our  
9 meeting. His continued disregard for the facts and refusal to acknowledge the legitimate reasons for the  
10 delay underscores the unreasonable nature of his demands.

11  
12           Even if there is the option to send the Plaintiff a bank transfer in lieu of payment via  
13 PayPal, Mr. Stebbins thinks it's in his best interest to demand that I agree to a damages clause requiring me  
14 to pay him at least \$5,000 in damages if his bank information ever becomes public. (Exhibit B) This clause,  
15 if accepted, would have put me in a difficult position because there is nothing stopping Mr. Stebbins from  
16 making his bank information public so he can turn around and seek the damages clause immediately. This  
17 lays down a pattern of behavior that shows, as well as his penchant to file motions of excessive fines, that  
18 his motive behind filing these motions is not about enforcing the settlement agreement but intentionally  
19 inflicting a financial burden onto me.

20  
21           Point 7 of Mr. Stebbins' motion claims he experienced a similar charge from Spokeo and  
22 that he contacted his bank to report fraudulent charges to block Spokeo from charging him again. However,  
23 in his attached Exhibit B, it does not show a fraud report. Instead, it documents a routine credit card dispute  
24 over charges he believed were unauthorized when he cancelled his Spokeo subscription. A fraud claim  
25 typically involves reporting unauthorized use of personal details, or a stolen credit card. While a credit card  
26 dispute, seen in Exhibit B, is a standard procedure for contesting charges when a transaction doesn't go as  
27 expected.



1 Mr. Stebbins is misleading the court by characterizing this dispute as a “fraud claim.” His  
2 own exhibit contradicts his assertion, revealing this to be a simple transaction dispute, not a case of fraud.  
3 This misrepresentation is just another example of the inconsistencies in his statements. Mr. Stebbins is  
4 quick to accuse me of lying whenever my responses do not align with his narrative or expectations.  
5 However, this instance shows that he himself frequently attempts to mislead the court, as demonstrated by  
6 his own exhibit. According to Mr. Stebbins, everything must be performed perfectly, an impossible  
7 standard that no one, including him, can meet. This error on his part is just one example of the  
8 inconsistencies in his claims.  
9

10 Plaintiff’s reliance on Federal Rule of Evidence 404 (b) (1) is completely irrelevant to the present  
11 case. Plaintiff’s attempts to compare this to a criminal case involving prior bad acts to establish motive or  
12 intent, but this is a civil matter regarding a minor payment delay caused by an external factor (a frozen,  
13 inaccessible bank account). There are no “prior bad acts” or “criminal intent” here that would require the  
14 use of Rule 404(b). The delay was explained, and payment was made as soon as possible once the account  
15 was unfrozen. Plaintiff reference to criminal case law has no bearing on this straightforward issue of a  
16 delayed payment out of circumstances beyond my control.  
17

18 Regarding Plaintiff’s claim, (point 15(b) of Dkt. 99), that I deliberately ignored the summons and  
19 only engaged with the case after a motion for a default judgment is misleading and a distortion of the facts.  
20 While there have been delays in my response, I did not ignore the case altogether. As the court record  
21 shows, I filed a motion to set aside default judgment promptly upon realizing the default (see Dkt. 45),  
22 outlining the circumstances that led to the delay.  
23

24 Plaintiff claims to have served me via the email address “zellzander@gmail.com.” However, this  
25 email account had been disabled and locked since August 2022. The plaintiff was aware that this email  
26 address was no longer active, as evidenced by a bounce-back notification or other communication indicating  
27 the account’s inactivity. Despite this, the Plaintiff had failed to inform that he attempted service on an  
28 inactive email address, leading to a significant delay in my receipt of any official documents, as well as an  
RESPONSE TO RENEWED MOTION FOR CONTEMPT OF COURT - 3

1 email that I rarely checked that the Plaintiff did not get expressed court permission to serve via email.

2  
3 The plaintiff relied heavily on an inaccurate third-party service for my information, Mr. Stebbins  
4 had located some sort of information from me from Spokeo and BeenVerified. However, had he used  
5 proper channels to verify his information, he'd have discovered my most up to date information at the time,  
6 and that the primary email address he had for me at the time was invalid. This reliance on disinterested  
7 third-party services has contributed to the communication issues and delays in this case.

8  
9 In an effort to correct the situation, I had filed my as forementioned Motion to Set Aside Default,  
10 as required by the court, and I've done my best to provide Mr. Stebbins with what he has requested, within  
11 the boundaries of reasonable intent. I have done nothing but follow the directions of the Court to work with  
12 Mr. Stebbins, but the only wall that prevents this case moving forward in the settlement process is one that  
13 is solely constructed by the Plaintiff.

14  
15 In Point 22 of the Plaintiff's Motion, Mr. Stebbins demands that I be fined \$4,000, which is more  
16 than double the total amount of the original settlement agreement of \$1,800. Not only is this demand  
17 completely disproportionate to the brief, four-day delay in payment that was caused by a legitimate,  
18 external issue, but Plaintiff's request is also fundamentally flawed. Fines resulting from contempt of court  
19 are payable to the court, not to the Plaintiff, as Mr. Stebbins seems to believe. His demand that these fines  
20 are paid directly to him, rather than the court, is a clear attempt to try to exploit the legal process for  
21 financial gain.

22  
23 Such an excessive and unreasonable demand is malicious and demonstrates Plaintiff's intent to  
24 harass and intimidate me into paying far more than what is due under the terms of the settlement. The  
25 settlement agreement for \$1,800, and Plaintiff's attempt to extract an additional \$4,000 beyond this amount  
26 is not only baseless but also reflects an ongoing effort to financially and psychologically pressure me. This  
27 is further evident by his use of phrases like, "He needs a good 'contempt of court' kick in the rear" (see  
28



1 Point 20 of Dkt. 99), which clearly shows his intent to use legal mechanisms as a form of punishment rather  
2 than resolution.

3  
4 Throughout his motion, Plaintiff engages in a series of personal attacks and derogatory  
5 comments that further demonstrate his intent to harass and inflict emotional distress. In point 28, for  
6 example, Plaintiff sarcastically mocks my financial situation by stating "Oh, cry me a river!" and proceeds  
7 to belittle me, saying, "WELCOME TO BEING AN ADULT!" such comments serve no legitimate legal  
8 purpose and instead highlight Plaintiff's ongoing pattern of psychological harassment. Furthermore,  
9 Plaintiff's statement in Point 30, that the court has "coddled" me and that I need "tough love" is not only  
10 inappropriate but also indicative of his belief that this legal process is a personal matter between him and  
11 me, rather than a formal legal proceeding. His insistence that I need to be "disciplined" like a child (point  
12 30), and that I am an "8-year-old trapped in a 33-year-old-body" (point 29) further illustrates his use of  
13 legal fillings as a platform for personal attacks.

14  
15 These statements are part of a continued pattern of harassment designed to wear me down  
16 emotionally and financially. Plaintiff's demands for excessive funds, coupled with his derogatory language  
17 and constant personal attacks, amount to psychological terror. This behavior has caused me significant  
18 distress and has made it clear that the Plaintiff's true intent is not to resolve this matter but to continue  
19 harassing me.

### 20 21 **Request for Court Intervention and Sanctions**

22  
23 Considering the ongoing harassment, personal attacks, and malicious demands from Plaintiff  
24 David Stebbins, I respectfully ask the Court to intervene to stop this pattern of psychological terror and  
25 harassment. Plaintiff's behavior has escalated beyond the scope of a legal dispute and now amounts to a  
26 persistent effort to inflict emotional distress, all while exploiting the legal system for personal financial  
27 gain.

1 Plaintiff's filings are not only designed to attack me personally but are also a waste of the Court's  
2 time and resources. His repeated motions filled with demands for exorbitant sums of money far exceeding  
3 the original settlement agreement demonstrate that his intent is not to resolve this matter in good faith, but  
4 to continue harassing me and prolonging the litigation unnecessarily.

5  
6 Given the ongoing nature of these actions and the impact they have had on me both  
7 financially and emotionally, I ask the Court to consider imposing sanctions on Mr. Stebbins as the Court  
8 sees fit. These sanctions could serve to deter future malicious filings and ensure that this legal process is  
9 not further abused.

10  
11 I further request that the Court take appropriate action to put an end to Mr. Stebbins'  
12 attempts to use the legal system as a tool for harassment, and to restore a sense of fairness and  
13 professionalism to these proceedings.

14  
15  
16  
17 Dated this 21 of October, 2024.

18  
19  
20  
21   
Jarrod Jones, Pro Se

# EXHIBIT A





2880 Chad Drive  
Eugene, OR 97408

0000

JARROD MIKAEL JONES  
1850 W Orangethorpe Ave Spc 80D  
Fullerton, CA 928334486

88

September 24, 2024

**NOTICE OF PROVISIONAL CREDIT**

RE: Card ending in 5963/Account ending in 5799

This letter is to inform you we have received your notice regarding an error on your account. It may take forty-five (45) calendar days to complete our investigation into this matter. If the investigation involves a new personal account, a business account, or the transaction(s) in question is a Point of Sale (POS) or an international-initiated transaction(s), the allowance for completion of our investigation is increased to ninety (90) calendar days.

Effective today, your account has been provisionally credited \$59.90 for the transaction(s) listed immediately below. You have full use of these funds during the course of our investigation. This is provisional credit only and is subject to reversal depending on the research findings on the disputed transaction(s). If the credit is reversed, you will receive a letter of notification from OCCU.

Date	Amount	Merchant	Provisional Credit
Jan 10, 2024	\$29.95	CARSCENT3185248999 470-5706323 FL	\$29.95
Feb 09, 2024	\$29.95	PERSONALREPORTS9787050 978-7050853 FL	\$29.95

Effective today your account has been given final credit in the amount of \$10.90 and as listed in the table immediately below.

Date	Amount	Merchant	Approved
Jan 10, 2024	\$1.00	CARSCENTME 470-5706323 FL	\$1.00
Jan 12, 2024	\$4.95	ALPHAREPORT8776427371 877-6427371 FL	\$4.95
Jan 29, 2024	\$4.95	PERSONALREPORTS9787050 978-7050853 FL	\$4.95

Transaction(s) listed immediately below included in your claim have been denied for the reason(s) shown.

Date	Amount	Merchant	Reason
Jul 30, 2024	\$29.95	CARINFOSTORY.NET 877-6424336 FL	PAST 60 DAYS STMNT DATE
Aug 26, 2024	\$29.95	GET CAR DETAILS 877-3562290 KY	PAST 60 DAYS STMNT DATE
Sep 02, 2024	\$29.95	GET CAR DETAILS 877-3562290 KY	PAST 60 DAYS STMNT DATE
Sep 09, 2024	\$29.95	CARINFOSTORY.NET 877-6424336 FL	PAST 60 DAYS STMNT DATE
Sep 16, 2024	\$29.95	CARINFOSTORY.NET 877-6424336 FL	PAST 60 DAYS STMNT DATE

The following evidence may have been used where an error was denied due to transaction authorized:

- Transaction was authorized with chip. Chip technology cannot be replicated.
- Transaction was authorized with PIN. PIN is valid consumer identification.
- Transaction was authorized with card present indicators and cardholder specific identifiers.
- Member confirmed transaction was valid.

Other denials can occur due to the following:

- Invalid card: One or more items are not associated with the card for which the claim was submitted.
- No documentation: After multiple attempts to obtain documentation, appropriate docs were not received.
- Untimely notice: OCCU was notified of one or more errors where the first unauthorized transaction is past the regulatory 60 day statement timeframe.
- Member withdrew claim.


Thank you for being an OCCU member. Our team is here to help. If you have any further questions, please give us a call at 541.687.2347.

Thank you,

Fraud Claims Processing  
541.687.2347

FraudClaimsProcessing@MyOCCU.org

# EXHIBIT B

 Acerthorn  
acerthorn@yahoo.com

Reply

Forward

Archive

Junk

Delete

More ▾

To: Me

9/4/2024, 3:00 PM

Re: Requests for proof of net worth

To protect your privacy, Thunderbird has blocked remote content in this message.

Options ▾

If you do, I expect you to not disclose my bank account information to anyone for any reason. If you breach that non-disclosure agreement, you agree to pay me liquidated damages of \$5,000, which you don't have to worry about if you're going to keep to your word (which I doubt).

How's that? Do you agree to this?

On Wednesday, September 4, 2024 at 04:54:30 PM CDT, Jarrod Jones <jarrod@stangranch.com> wrote:

Am I able to alleviate this for this month by providing you the payment through an ACH transaction through my bank account to yours?